

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Non-Exclusive Lease of Library Space for Friends of the Library of Seminole County

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT: 5250

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Non-Exclusive Lease of Library Space for Friends of the Library of Seminole County.

District 2 Michael McLean

Meloney Lung

BACKGROUND:

The original Non-Exclusive Lease of Library Space for Friends of the Library of Seminole County, a not-for-profit corporation, was executed on December 20, 1988.

The original lease provided 1,280 square feet of space at the Central Branch Library. The new lease moves their operation to an adjacent space of 2,378 square feet, as indicated in Exhibit "A". Lease includes a term of ten (10) years, with two (2) optional renewals of five (5) years each. Annual rent is one dollar (\$1.00). The Additional Covenants have been revised and are included in Exhibit "B".

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Non-Exclusive Lease of Library Space for Friends of the Library of Seminole County.

ATTACHMENTS:

1. Original Lease 1988
2. New Lease Friends of Library

Additionally Reviewed By:

■ County Attorney Review (Ann Colby)

OMB
RECEIVED
JAN 6 1989

SEMINOLE COUNTY, FLORIDA

NON-EXCLUSIVE LEASE OF LIBRARY SPACE

THIS LEASE is made and entered into this 20th day of December, 1988, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD", and FRIENDS OF THE LIBRARY OF SEMINOLE COUNTY, FLORIDA, INC., whose address is Post Office Box 514, Fern Park, Florida 32730, hereinafter referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, the LANDLORD is the owner of a certain building, known as the Central Branch Library of the Seminole County Library System, located at 215 N. Oxford Road, Casselberry, Florida 32707, hereinafter referred to as the "LIBRARY"; and

WHEREAS, the Board of County Commissioners has the authority to lease real property to not-for-profit corporations pursuant to, Section 125.38, Florida Statutes; and

WHEREAS, TENANT is a not-for-profit corporation established and authorized to operate in Florida; and

WHEREAS, the Board of County Commissioners has determined that the space described hereinafter to be leased is not currently needed for County purposes,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the LANDLORD and TENANT agree as follows:

1. LEASED PREMISES. Upon payment of the rent as hereinafter set forth and the continued performance of the covenants provided herein, the LANDLORD hereby leases and demises the following described real estate, situated in the County of Seminole, State of Florida, to-wit:

Non-exclusive use of approximately one thousand two hundred eighty (1,280) square feet of space within the LIBRARY, and which is hereinafter described as the "BOOKSTORE" as shown on Exhibit "A" to this Lease.

PF	<input checked="" type="checkbox"/>	CO	<input checked="" type="checkbox"/>	JW	<input type="checkbox"/>
BOH	<input type="checkbox"/>	DE	<input type="checkbox"/>	CV	<input type="checkbox"/>
JK	<input type="checkbox"/>	KS	<input type="checkbox"/>	GW	<input type="checkbox"/>
EB	<input type="checkbox"/>	LT	<input type="checkbox"/>	JP	<input checked="" type="checkbox"/>
				FILE	<input type="checkbox"/>

2. TERM. The term of this Lease is from Dec 20, 1988, through September 30, 1989, the date of signature by the parties notwithstanding, and automatically renewed for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

3. RENTAL. TENANT shall pay LANDLORD, as rent for the leased premises, the annual sum of ONE AND NO/100 DOLLARS (\$1.00), the first year's rental shall be paid upon execution of this lease payable without demand and without set-off or deduction, except as expressly provided herein. All subsequent yearly rentals shall be paid on the anniversary date of this Lease.

4. REMODELING AND INSTALLATION OF FIXTURES, EQUIPMENT, FURNITURE AND DECORATIONS. TENANT has no right to make any partition changes, alterations, decoration changes or structural changes without the prior written consent of LANDLORD, nor shall TENANT install any fixture, furniture or equipment without the prior written consent of the LANDLORD.

5. PURPOSE. The purpose of this Lease is to permit TENANT to operate the BOOKSTORE according to this Agreement and the additional covenants described in Exhibit "B" to this Agreement, which is attached hereto and incorporated herein by reference.

6. USE OF LEASED PREMISES. TENANT shall have the non-exclusive use of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to the purposes described in Section 5 of this Agreement during the term of this Lease. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, the charter or ordinances of the City of Casselberry, or the charter or ordinances of Seminole County, Florida; it shall not use or keep any substance or material in or about the demised premises which may vitiate or endanger the validity of the insurance on

the said building or increase the hazard of risk, and it shall not permit any nuisance on the demised premises.

7. QUIET POSSESSION. The LANDLORD shall warrant and defend the TENANT in the lawful enjoyment and possession of the BOOKSTORE during the term of this Lease according to the covenants provided herein. However, LANDLORD specifically reserves the right to enter into the BOOKSTORE at any time. LANDLORD further specifically reserves the right to do such acts as are necessary to (in the LANDLORD's sole discretion) insure the TENANT's compliance with the terms of this Agreement.

8. UTILITIES. LANDLORD shall provide and pay for all lights, gas, electrical current, water and sewers used in, BOOKSTORE.

9. ASSIGNMENT AND SUBLETTING. The TENANT shall not assign or sublet the leased premises, or any part thereof, without first obtaining the written consent of the LANDLORD.

10. HOLD HARMLESS. TENANT agrees to indemnify LANDLORD from and against all liability, loss or damage LANDLORD may sustain as a result of claims, demands, costs or judgments arising from injury or damages of whatsoever nature to persons or property from the TENANT's use of the premises.

11. CANCELLATION AND TERMINATION. This Lease may be cancelled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the LANDLORD, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

12. DELIVERY OF POSSESSION. If LANDLORD shall be unable for any reason whatsoever to deliver possession of the leased premises on the commencement date of the term hereof, it shall not be liable to TENANT for any damage caused thereby, nor shall this Lease thereby become void or voidable nor shall the term hereof in any way be extended, but in such event TENANT

shall not be liable for any rent herein reserved until such time as LANDLORD can and does deliver possession.

13. SURRENDER OF POSSESSION. The TENANT agrees to deliver up and surrender to the LANDLORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

14. REMOVAL OF PROPERTY. TENANT shall, without demand therefor and at his own cost and expense prior to expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to him and all alterations, additions, or improvements, and fixtures which, by the terms hereof, he is permitted to remove; repair all damage to the leased premises caused by such removal; and restore the leased premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by TENANT and may be retained or disposed of by LANDLORD. All fixtures, furniture and equipment installed by the TENANT must be clearly marked "Property of the Friends."

15. ACCEPTANCE OF PREMISES BY TENANT. The taking of possession of the said leased premises by the TENANT shall be conclusive evidence as against the TENANT that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted.

16. REPAIR AND MAINTENANCE OF PREMISES.

(a) TENANT agrees to keep the leased premises in good order and repair. TENANT further agrees to keep the leased premises clean. The LANDLORD will hire and pay for a cleaning service to empty waste baskets, remove trash, vacuum carpet, spot clean carpet, clean glass doors and windows, sweep, wax tile and

dust. The TENANT shall report all cleaning and maintenance problems, as well as building emergencies, to the Second Floor Circulation Desk on forms provided by the LIBRARY's Public Services Manager.

(b) TENANT shall keep floors free of debris and trash. TENANT agrees to use reasonable care to avoid improper use of the sewer system or the introduction of inappropriate objects or materials into said system.

(c) TENANT shall mark all items not placed in wastebaskets, which are to be discarded. Such items shall be placed in boxes which are marked **TRASH** (in large letters) and placed by the door leading to the work room area of the BOOKSTORE.

17. MAINTAINING SECURITY AND SAFETY OF PREMISES. The BOOKSTORE, its contents, other improvements or persons on the leased premises must be made secure by devices such as locks, electric device, safety device and lighting by the TENANT. The TENANT, but not the LANDLORD, shall be responsible or liable for losses to same due to a breach of security or safety.

18. WAIVER. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the LANDLORD or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

21. AMENDMENT OR MODIFICATION. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

19. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

FOR LANDLORD:

Jean Rhein, Director
Library Services
Seminole County Services Bldg.
1101 East First Street
Sanford, Florida 32771

FOR TENANT:

Mr. Bruce Strickler
Post Office Box 514
Fern Park, Florida 32730

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

20. DEFAULT. Either party to this Lease, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease agreement.

21. ATTORNEY'S FEES. If any action or appeal at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

22. APPLICABLE LAW. This Lease shall be construed under and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument in _____ counterparts for the purpose herein expressed.

ATTEST:

FRIENDS OF THE LIBRARY OF
SEMINOLE COUNTY, FLORIDA, INC.

Patricia Herring
Secretary

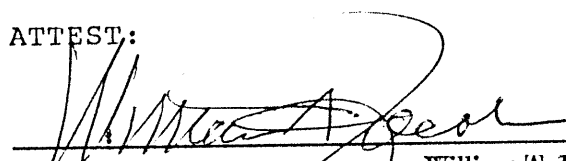
By: Bruce Strickler
President

(CORPORATE SEAL)

Date: Dec 2, 1988

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:


Clerk to the Board of County Commissioners of
Seminole County, Florida.

William A. Jacobs
Chief Deputy Clerk

By:

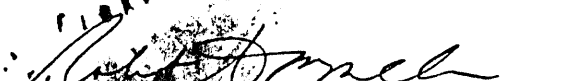


Chairman

Date: 12-20-88

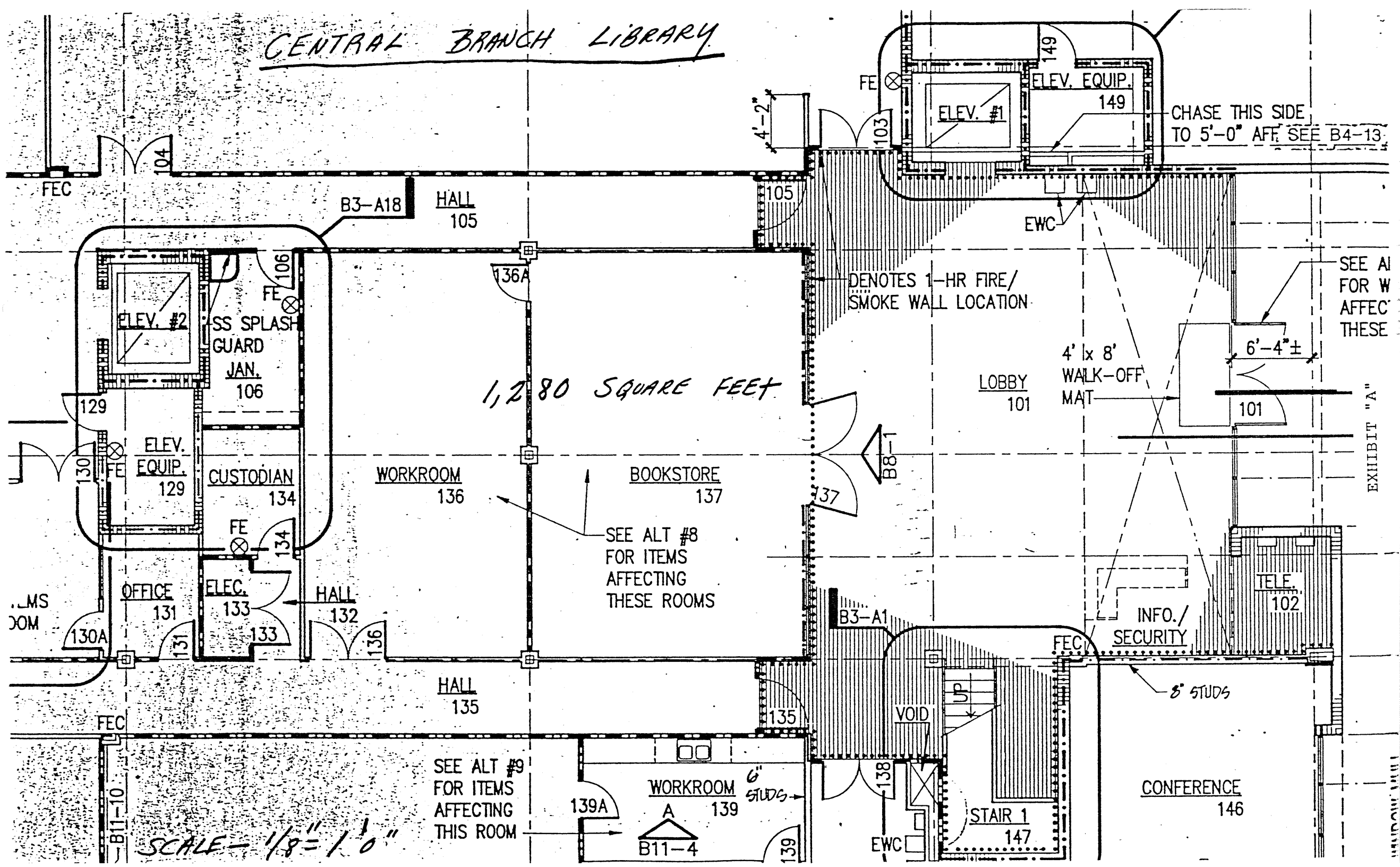
For the use and reliance
of Seminole County only.
Approved as to form only.

As authorized for execution
by the Board of County Commis-
sioners at their Dec. 13,
19 88 regular meeting.


County Attorney

DGA/lf
09/22/88
10/04/88
10/19/88
10/25/88
11/18/88 RAM/lf

CENTRAL BRANCH LIBRARY



ADDITIONAL COVENANTS

1. The BOOKSTORE may sell or offer for sale items approved by LANDLORD; such items may include: materials donated to or withdrawn from library collections, along with miscellaneous small gift items such as plastic bags for carrying books with other small items.
2. The TENANT will maintain a not-for-profit status with all taxing authorities and will be solely responsible for any tax which may arise from any activity done or privilege exercised by TENANT. TENANT further covenants that the indemnity provisions of Section 10 of this Agreement shall apply to liability for taxes, and that TENANT shall indemnify the LANDLORD in this regard.
3. TENANT shall neither permit, nor suffer, smoking, eating or drinking in the BOOKSTORE, except that soft drinks may be consumed in the workroom area of the BOOKSTORE.
4. TENANT and its employees and agents shall only avail themselves of the public areas of the LIBRARY.
5. The prohibited decorations described in Section 4 shall include, but not be limited to: signs, pamphlets, tables, equipment, nails, taped signs and/or pictures.
6. The TENANT will receive a key to the front entrance of the BOOKSTORE. The LIBRARY may only be used during its regular hours. TENANT shall use the front entrance exclusively.
7. Authorized LIBRARY staff members shall select and deliver books to the TENANT for sale in the BOOKSTORE. TENANT may solicit donations of books, but shall direct all potential donors to deliver said books to authorized LIBRARY staff members.
8. TENANT shall only use coin operated copiers in public areas of the LIBRARY, unless they wish to provide a copier in the workroom area for their use.
9. The hours of operation of the BOOKSTORE shall be posted pursuant to the terms contained herein.

EXHIBIT "B" TO
LEASE BETWEEN SEMINOLE COUNTY AND
FRIENDS OF THE LIBRARY OF SEMINOLE
COUNTY, FLORIDA, INC.

DATED: _____

10. TENANT shall cause all of its employees and agents to wear badges clearly identifying such persons as "Friends of the Library" and/or "Volunteers".
11. TENANT shall instruct its members, employees and agents to refrain from discussing LIBRARY policies, collections and building. TENANT shall further cause its employees to direct all inquiries not relevant to the operation of the BOOKSTORE to appropriate LIBRARY staff.
12. TENANT's members, employees and agents may not bring personal items, such as pets, appliances, furniture, equipment and other extraneous items into the BOOKSTORE or workroom area. TENANT assumes all liability for the loss of any money, equipment or personal items.
13. TENANT shall provide all supplies required for the operation of the BOOKSTORE.

EXHIBIT "B" TO
LEASE BETWEEN SEMINOLE COUNTY AND
FRIENDS OF THE LIBRARY OF SEMINOLE
COUNTY, FLORIDA, INC.

DATED: _____

C.M.
RECEIVED
JAN 6 1989**SEMINOLE COUNTY, FLORIDA**

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF December 13, 1988.

WHEREAS, the Friends of the Library of Seminole County, Florida, Inc., is a not-for-profit corporation under the laws of Florida; and

WHEREAS, the Seminole County Central Branch Library has been designed to accommodate a bookstore; and

WHEREAS, the Friends of the Library of Seminole County, Florida, Inc. has requested the Board of County Commissioners to grant a non-exclusive lease for the said bookstore; and

WHEREAS, the Board of County Commissioners has the authority to lease real property to a non-profit corporation in accordance with Section 125.38, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that the property is not currently needed for county purposes,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

1. The request of the Friends of the Library of Seminole County, Florida, Inc. to lease space located at 215 N. Oxford Road, Casselberry, Florida 32707, Seminole County, Florida, known as the Central Branch Library of the Seminole County Library System, consisting of approximately one thousand two hundred eighty (1,280) square feet, located within the said Library, is hereby granted.

2. The premises shall be used as bookstore and work space for the Friends of the Library of Seminole County, Florida, Inc., pursuant to the terms and conditions contained in a written Lease, which will be entered into subsequent to the passage of this Resolution.

3. The rent for the use of the premises shall be ONE AND NO/100 DOLLARS (\$1.00) per year payable in accordance with the terms of the Lease.

4. The term of the Lease shall be from Dec 20, 1988, through September 30, 1989, and automatically renewed for successive periods not to exceed one (1) year each, unless earlier terminated.

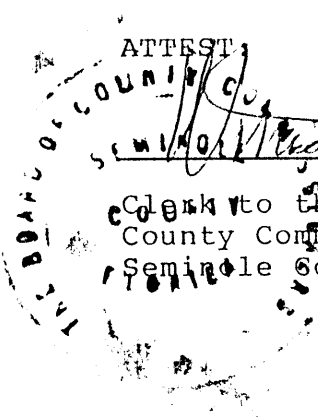
ADOPTED this 13th day of December, 1988.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: 

Chairman


Clerk to the Board of
County Commissioners of
Seminole County, Florida

William A. Jacobs
Chief Deputy Clerk

**NON-EXCLUSIVE LEASE OF LIBRARY SPACE
FRIENDS OF THE LIBRARY OF SEMINOLE COUNTY**

THIS LEASE is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD", and **FRIENDS OF THE LIBRARY OF SEMINOLE COUNTY, FLORIDA, INC.**, whose address is Post Office Box 300514, Fern Park, Florida 32730, hereinafter referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, LANDLORD is the owner of a certain building, known as the Central Branch Library of the Seminole County Library System, located at 215 N. Oxford Road, Casselberry, Florida 32707, hereinafter referred to as the "LIBRARY"; and

WHEREAS, the Board of County Commissioners has the authority to lease real property to not-for-profit corporations pursuant to Section 125.38, Florida Statutes; and

WHEREAS, TENANT is a not-for-profit corporation established and authorized to operate in Florida; and

WHEREAS, the Board of County Commissioners has determined that the space described hereinafter to be leased is not currently needed for County purposes,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, LANDLORD and TENANT agree as follows:


SECTION 1. LEASED PREMISES. Upon payment of the rent as hereinafter set forth and the continued performance of the covenants provided herein, LANDLORD hereby leases and demises the following described real estate, situated in the County of Seminole, State of

Florida, to-wit:

Non-exclusive use of approximately two thousand three hundred seventy-eight (2,378) square feet of space within LIBRARY, and which is hereinafter described as Rooms 102 and 104, as shown on Exhibit "A" to this Lease.

SECTION 2. TERM. This Lease shall become effective on the date it is executed by the parties and shall terminate in ten (10) years. At the option of the parties, this Lease may be renewed for two (2) additional terms of five (5) years each.

SECTION 3. RENTAL. TENANT shall pay LANDLORD, as rent for the leased premises, the annual sum of ONE AND NO/100 DOLLARS (\$1.00). All yearly rentals shall be paid on the anniversary date of this Lease. LANDLORD acknowledges that TENANT has already paid for years up to and including 2016.

SECTION 4. REMODELING AND INSTALLATION OF FIXTURES, EQUIPMENT, FURNITURE, AND DECORATIONS. TENANT has no right to make any partition changes, alterations, decoration  or structural changes without the prior written consent of LANDLORD, nor shall TENANT install any fixture, furniture or equipment without the prior written consent of LANDLORD.

SECTION 5. PURPOSE. The purpose of this Lease is to permit TENANT to operate a used bookstore according to this Agreement and the additional covenants described in Exhibit "B" to this Agreement, which is attached hereto and incorporated herein by reference.

SECTION 6. USE OF LEASED PREMISES. TENANT shall have the non-exclusive use of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to the purposes described in Section 5 of this Agreement during the term of this Lease. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America,

the State of Florida, the charter or ordinances of the City of Casselberry, or the charter or ordinances of Seminole County, Florida; it shall not use or keep any substance or material in or about the demised premises which may vitiate or endanger the validity of the insurance on the said building or increase the hazard of risk, and it shall not permit any nuisance on the demised premises.

SECTION 7. QUIET POSSESSION. LANDLORD shall warrant and defend TENANT in the lawful enjoyment and possession of the leased space during the term of this Lease according to the covenants provided herein. However, LANDLORD specifically reserves the right to enter into the leased space at any time. LANDLORD further specifically reserves the right to do such acts as are necessary to (in the LANDLORD's sole discretion) insure TENANT's compliance with the terms of this Agreement.

SECTION 8. UTILITIES. LANDLORD shall provide and pay for all janitorial service, lights, gas, electrical current, water, and sewers used in the leased space. Maintenance, janitorial or building emergency requests made by TENANT must be in writing and must be delivered either to the Second Floor Circulation Desk or to the Director of Library Services. TENANT shall provide for all of its own security needs.

SECTION 9. ASSIGNMENT AND SUBLETTING. TENANT shall not assign or sublet the leased premises, or any part thereof, without first obtaining the written consent of LANDLORD.

SECTION 10. HOLD HARMLESS. TENANT agrees to indemnify LANDLORD from and against all liability, loss or damage LANDLORD may sustain as a result of claims, demands, costs or judgments arising from injury or damages of whatsoever nature to persons or property from TENANT's use of the premises.

SECTION 11. INSURANCE.

(a) GENERAL. TENANT shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of this Lease, TENANT shall furnish LANDLORD with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). LANDLORD, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that LANDLORD shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.


(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, TENANT may, at the option of LANDLORD, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by LANDLORD, TENANT shall, within thirty (30) days after receipt of the request, provide LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by LANDLORD nor failure to disapprove the insurance furnished by TENANT shall relieve TENANT of its full responsibility for performance of any obligation including TENANT's indemnification of LANDLORD under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition,  such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, TENANT shall, as soon as TENANT has knowledge of any such circumstance, immediately notify LANDLORD and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to LANDLORD, TENANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of TENANT, TENANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by TENANT and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) TENANT's insurance shall cover TENANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. TENANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both TENANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.


(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 100,000.00	(Each Accident)
\$ 100,000.00	(Disease-Policy Limit)
\$ 100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) TENANT's insurance shall cover TENANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by TENANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	 <u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(d) COVERAGE. The insurance provided by TENANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by LANDLORD or LANDLORD's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of TENANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve TENANT, its employees, or agents of

liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of TENANT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 12. CANCELLATION AND TERMINATION. This Lease may be cancelled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of LANDLORD, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

SECTION 13. DELIVERY OF POSSESSION. If LANDLORD shall be unable for any reason whatsoever to deliver possession of the leased premises on the commencement date of the term hereof, it shall not be liable to TENANT for any damage caused thereby, nor shall this Lease thereby become void or voidable nor shall the term hereof in any way be extended, but in such event TENANT shall not be liable for any rent herein reserved until such time as LANDLORD can and does deliver possession.

SECTION 14. SURRENDER OF POSSESSION. TENANT agrees to deliver up and surrender to LANDLORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

SECTION 15. REMOVEAL OF PROPERTY. TENANT shall, without demand therefore and at his own cost and expense prior to expiration or sooner termination of the term hereof or of any extended term hereof, remove

all property belonging to him and all alterations, additions, or improvements, and fixtures which, by the terms hereof, he is permitted to remove; repair all damage to the leased premises caused by such removal; and restore the leased premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by TENANT and may be retained or disposed of by LANDLORD. All fixtures, furniture, and equipment installed by TENANT must be clearly marked "Property of the Friends".

SECTION 16. ACCEPTANCE OF PREMISES BY TENANT. The taking of possession of the said leased premises by TENANT shall be conclusive evidence as against TENANT that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted.

SECTION 17. REPAIR AND MAINTENANCE OF PREMISES.

(a) TENANT agrees to keep the leased premises in good order and repair. TENANT further agrees to keep the leased premises clean. LANDLORD will hire and pay for a cleaning service to empty waste baskets, remove trash, vacuum carpet, spot clean carpet, clean glass doors and windows, sweep, wax tile, and dust.

(b) TENANT shall keep floors free of debris and trash. TENANT agrees to use reasonable care to avoid improper use of the sewer system or the introduction of inappropriate objects or materials into said system.

(c) TENANT shall mark all items not placed in wastebaskets which are to be discarded. Such items shall be placed in boxes which are marked TRASH (in large letters) and placed by the door leading to the work room area of the leased space.

SECTION 18. MAINTAINING SECURITY AND SAFETY OF PREMISES. The leased space, its contents, other improvements or persons on the leased premises must be made secure by devices such as locks, electric device, safety device and lighting by TENANT. TENANT shall be solely responsible or liable for losses to same due to a breach of security or safety.

SECTION 19. WAIVER. No waiver of any breach of any one or more of the conditions or covenants of this Lease by LANDLORD or by TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

SECTION 20. AMENDMENT OR MODIFICATION. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

SECTION 21. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

For LANDLORD:

Support Services Manager
205 W. County Home Road
Sanford, Florida 32773

For TENANT:

Attn: President
Friends of the Library of Seminole County
P.O. Box 300514
Fern Park, Florida 32730

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

SECTION 22. DEFAULT. Either party to this Lease, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease agreement.

SECTION 23. ATTORNEY'S FEES. If any action or appeal at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION 24. APPLICABLE LAW. This Lease shall be construed under and in accordance with the laws of the State of Florida.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument in _____ counterparts for the purpose herein expressed.

ATTEST:

FRIENDS OF THE LIBRARY OF
SEMINOLE COUNTY, FLORIDA, INC.

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.



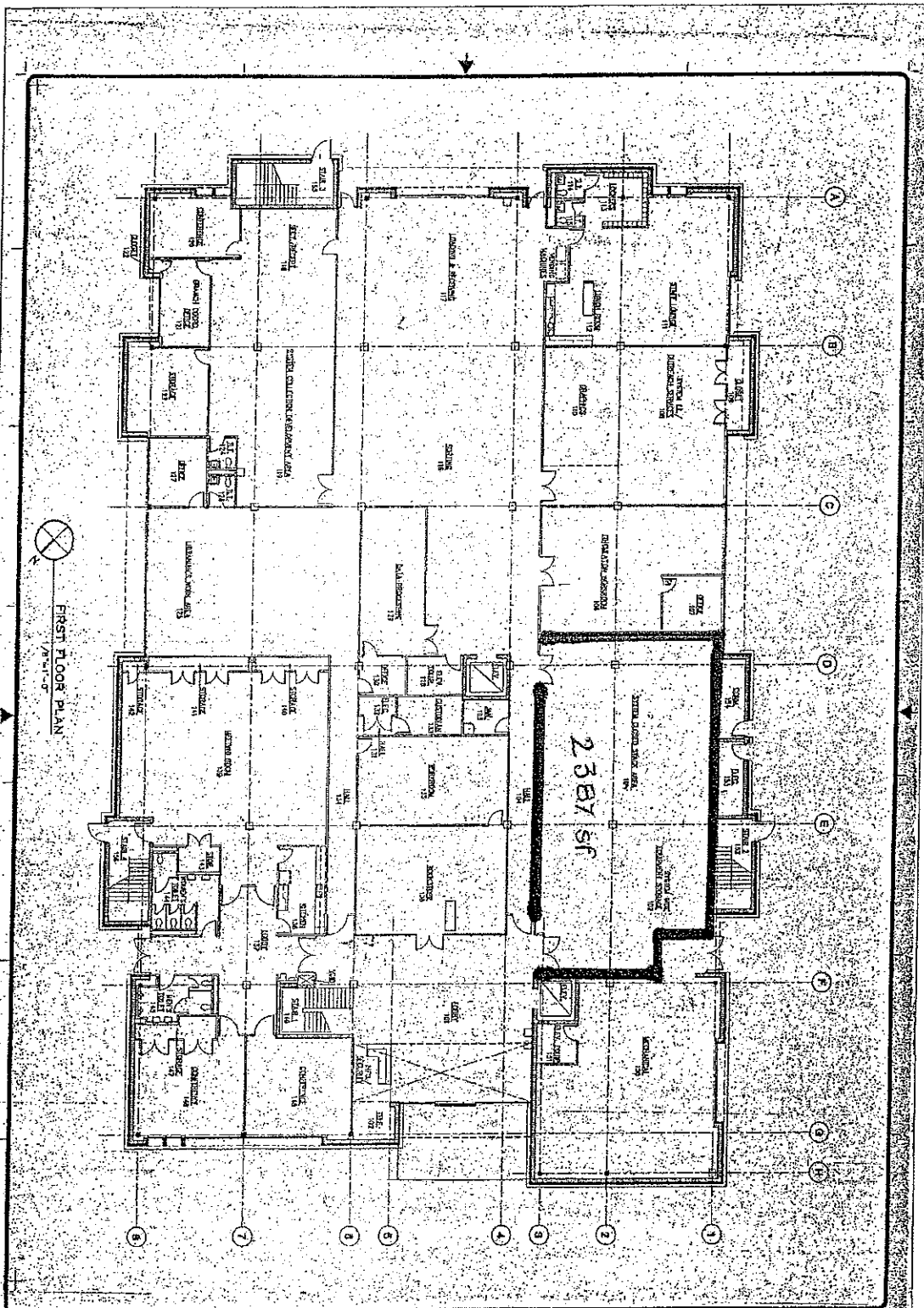
As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney

Attachments:

- Exhibit "A" - Designation of Leased Space
- Exhibit "B" - Additional Covenants

AEC/sjs
9/15/09, 10/2/09
P:\Users\Legal Secretary CSB\Administrative Services\Friends of the Library Lease.doc





"Exhibit A"

<p>AT-11</p> <p>DATE: 10/1/80</p> <p>BY: J. J. JONES</p> <p>REVISIONS:</p>	<p>PROJECT:</p> <p>LOCATION:</p> <p>DATE:</p> <p>BY:</p>	<p>FIRST FLOOR PLAN</p> <p>10/1/80</p>	<p>CENTRAL BRANCH</p> <p>SEMINOLE COUNTY LIBRARIES</p> <p>CASSELBERRY, FLORIDA</p>	<p>DATE:</p> <p>BY:</p>	<p>REVISIONS:</p>
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Exhibit B

Additional Covenants

1. The used bookstore in the leased space may sell or offer items for sale; such items may include: materials donated to or withdrawn from library collections and books donated by the public, along with miscellaneous small gift items such as plastic bags for carrying books with other small items.
2. TENANT will maintain a not-for-profit status with all taxing authorities and will be solely responsible for any tax which may arise from any activity done or privilege exercised by TENANT. TENANT further covenants that the indemnity provisions of Section 10 of this Agreement shall apply to liability for taxes, and that TENANT shall indemnify LANDLORD in this regard.
3. TENANT shall neither permit  nor suffer, smoking, eating or drinking in the leased space, except that soft drinks may be consumed in the workroom area of the leased space.
4. TENANT and its employees and agents shall only avail themselves of the public areas of the LIBRARY.
5. Should an alarm system be installed in the leased space by TENANT, the passwords and access codes shall be given to the Director of Library Services to permit LANDLORD access to the leased space.
6. TENANT will make a key to the front entrance of the leased space and will provide a duplicate of the key to the office of the Director of Library Services. TENANT shall use the front entrance exclusively.

7. Authorized LIBRARY staff members shall select and deliver books to TENANT for sale in the leased space. TENANT may solicit donations of books, but shall direct all potential donors to deliver said books directly to the Friends of the Library Bookstore or to one of the five library branches.
8. TENANT shall only use coin operated copiers in public areas of the LIBRARY, unless they wish to provide a copier in the workroom area for their use.
9. The hours of operation of TENANT's used bookstore will be the same as those of the Central Branch Library and shall be posted pursuant to the terms contained herein.
10. TENANT shall cause all of its employees and agents to wear badges clearly identifying such persons as "Friends of the Library" and/or "Volunteers".

11. TENANT shall instruct its members, employees, and agents to refrain from discussing LIBRARY policies, collections, and building. TENANT shall further cause its employees to direct all inquiries not relevant to the operation of the used bookstore to appropriate LIBRARY staff.
12. TENANT's members, employees, and agents may not bring personal items, such as pets, appliances or furniture into the leased space or workroom area. TENANT assumes all liability for the loss of any money, equipment or personal items.
13. TENANT shall provide all supplies required for the operation of the used bookstore.